

SAMPLE
MASTER AGREEMENT

THIS AGREEMENT, made and entered into as of the _____ day of _____, 2009, by and between THE JUDICIARY OF THE STATE OF HAWAII, hereinafter called **JUDICIARY**, by its Administrative Director of the Courts, and _____, whose address is _____, hereinafter called **CONTRACTOR**.

WITNESSETH

WHEREAS, JUDICIARY is in need of the goods or services, or both, described in this Agreement and its attachments;

WHEREAS, JUDICIARY issued Request for Proposals No. J09132, dated _____, as amended by Addenda, dated _____, seeking competitive sealed proposals TO PROVIDE LOTUS NOTES AND TIVOLI BACKUP SYSTEM SUPPORT: ADMINISTRATION SUPPORT, CONSULTATION, INSTALLATION, CONFIGURATION, MAINTENANCE, AND TRAINING SERVICES TO THE JUDICIARY, STATE OF HAWAII (the Request for Proposals, as amended by the Addenda, is hereinafter referred to as "the RFP").

WHEREAS, JUDICIARY has evaluated all proposals received on _____ in response to the RFP and that CONTRACTOR's proposal dated _____ (hereinafter referred to as "CONTRACTOR's Proposal") is determined to be the most advantageous and of best value to the Judiciary, taking into consideration the price

and evaluation factors set forth in the RFP.

WHEREAS, the RFP was issued and the selection of Contractor was made in accordance with: Hawaii Revised Statutes (HRS) Section 103D-303 (Supp. 2002); the rules governing procurement that were adopted by the State of Hawai'i Procurement Policy Board, which is administratively attached to the Department of Accounting and General Services, specifically, Hawaii Administrative Rules, Title 3, Subtitle 11, Chapter 122, Subchapter 6, Sections 3-122-41 through 3-122-61; and the Judiciary's Financial Administration Manual; and

WHEREAS, JUDICIARY desires to engage the CONTRACTOR by reason of CONTRACTOR'S knowledge, competence, and experience, to fulfill the specified purpose, and CONTRACTOR is agreeable to performing under this Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

A. SCOPE OF WORK. CONTRACTOR shall, in a proper and satisfactory manner as determined by the JUDICIARY and in accordance with the terms and conditions of this Master Agreement (which includes, as a part hereof, CONTRACTOR's Proposal) and any Statements of Work agreed to and signed by the parties, TO PROVIDE LOTUS NOTES AND TIVOLI BACKUP SYSTEM SUPPORT: ADMINISTRATION SUPPORT, CONSULTATION, INSTALLATION, CONFIGURATION, MAINTENANCE, AND TRAINING SERVICES TO THE JUDICIARY, STATE OF HAWAII, as specified and in response to RFP No. J09132, in strict accordance with the terms and conditions of this Agreement.

It is understood that this Agreement includes as a part hereof RFP No. J09132 Dated _____, as amended by Addendum No. _____, which include the Specifications, Special Provisions, and General Conditions dated February 2001, as well as the

CONTRACTOR'S offer dated _____, all of which are attached hereto and made a part hereof as though fully set out herein.

CONTRACTOR understands that this Master Agreement and any Statements of Work agreed to by the parties shall be enforceable only to the extent that funds have been certified by the JUDICIARY as available for CONTRACTOR's services under a Statement of Work. In the event that funds are not available to allow CONTRACTOR to complete performance of all services and tasks required under a Statement of Work, the JUDICIARY shall immediately notify CONTRACTOR in writing that CONTRACTOR's services under the Statement of Work will be terminated and inform CONTRACTOR of the effective date of termination.

B. COMPENSATION.

1. Statement(s) of Work. For services performed by CONTRACTOR under the Statement of Work agreed to by the parties, the JUDICIARY shall, contingent upon availability of funds and subject to the terms of the General Conditions, pay to CONTRACTOR the following hourly rates as quoted in Contractor's Offer dated _____ as set forth in applicable Statement(s) of Work.

<u>Description</u>	(A) Hourly Rate - Normal Work Hours	(B) Hourly Rate - After Hours	(C) Total of Hourly Rates (A) + (B)
Contractor Hourly Rates*	\$	\$	\$

*Contractor Hourly Rates specified above shall include all applicable taxes.

2. Fees and Costs. The amount payable to CONTRACTOR under each Statement of Work shall cover CONTRACTOR's fee and costs for services

and equipment provided, as well as all applicable taxes, overhead costs, and other incidental and operating expenses incurred by CONTRACTOR.

3. **Progress Payments.** Progress payments shall be made to CONTRACTOR in accordance with the Payment Schedule set forth in the Statement of Work for which compensation is sought, upon submission by CONTRACTOR of invoices certifying that services have been performed and expenses incurred in accordance with this Master Agreement and the Statement of Work. In the event that a dispute arises between CONTRACTOR and the JUDICIARY as to whether CONTRACTOR is satisfactorily performing this Master Agreement and any Statements of Work agreed to by the parties, the JUDICIARY reserves the right to withhold from CONTRACTOR any progress payments due under the Statement of Work until CONTRACTOR's performance is satisfactory. Additionally, final payment for each Statement of Work shall be made only upon satisfactory completion of the services specified in the Statement of Work.
4. **Invoices.** Any payments by the JUDICIARY shall be made only upon submission by CONTRACTOR of invoices in triplicate (one original plus two copies), specifying the amount due and certifying that the services or costs for which payment is requested have been performed by CONTRACTOR in accordance with this Master Agreement and the Statement of Work.
5. **Final Payment.** Final payment under this Agreement shall be made only upon CONTRACTOR'S compliance through the Hawaii Compliance Express.

(See Section 3.8.5 of the RFP.)

C. DURATION OF AGREEMENT. The term of the Master Agreement shall be for the period from _____ to _____. Unless terminated, the Master Agreement may be extended for four (4) additional 12 month periods without re-soliciting, upon mutual agreement in writing at least thirty (30) days prior to expiration of the contract, provided that the contract price for the extended period(s) shall remain the same or lower than the initial contract price, except as provided in Section 3.11, "Pricing Information and Adjustments", of the RFP.

D. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties, any oral or written statements to the contrary notwithstanding. No oral or written communication between the parties which is not expressly included herein, or incorporated by reference, shall be part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
effective as of the date first above written.

THE JUDICIARY, STATE OF HAWAII

By _____
Thomas R. Keller
Administrative Director of the Courts

By _____
Its

By _____
Its

APPROVED AS TO FORM:

Staff Attorney

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF _____)
)ss.

COUNTY OF _____)

On this _____ day of _____, 20____, before me
personally appeared _____, to me personally known, who being by
me duly sworn, did say that he/she is the _____
of _____,
the CONTRACTOR named in the foregoing instrument, and that he/she is authorized to sign
said instrument on behalf of the CONTRACTOR, and acknowledges that he/she executed said
instrument as the free act and deed of CONTRACTOR.

Doc. Date: _____ # of Pages: _____

Doc. Description: _____

Notary Public, State of _____

Print/Type Name

Date

My Commission Expires: _____